

Path to Success

Company number: 5599689

**Written resolution
of Path to Success (the Company)
pursuant to sections 288-300 of
the Companies Act 2006 (the Act)**

The undersigned, being an eligible member of the Company in accordance with section 289 of the Act agree to pass the following special resolution

THAT the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

Date 15/1/2016



Mrs Anita Choudhrie



Mrs Simrin Choudhrie

FRIDAY



L4ZNIV8R
LD2 29/01/2016 #70
COMPANIES HOUSE



Path to Success

Articles of association

Company Limited by Guarantee

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Articles of Association of

Path to Success

1 Objects

1 1 The Objects of the Chanty are

- 1 1 1** the relief of sickness and prevention of ill health and disability within the UK and overseas,
- 1 1 2** the advancement of education in particular but not exclusively the education and support of the poor, homeless and handicapped in UK and overseas,
- 1 1 3** the relief of those in conditions of poverty, need, hardship or distress as the result of youth, age, ill health, disability, financial hardship or other disadvantage, within the UK and overseas, and
- 1 1 4** the provision of facilities in the interests of social welfare for recreation or other leisure time occupation for those persons having the need for such facilities because of their disability, poverty or social and economic circumstances, within the UK and overseas

1 2 This provision may be amended by special resolution but only with the prior written consent of the Commission

2 Powers

The Charity has the following powers, which may be exercised only in promoting the Objects

- 2 1** to provide advice or information,
- 2 2** to carry out research,
- 2 3** to co-operate with other bodies,
- 2 4** to support, administer or set up other charities,
- 2 5** to accept gifts and to raise funds (but not by means of taxable trading),
- 2 6** to borrow and lend money,
- 2 7** to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act),
- 2 8** to acquire or hire property of any kind,
- 2 9** to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act),
- 2 10** to set aside funds for special purposes or as reserves against future expenditure,

- 2 11 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification),
- 2 12 to delegate the management of investments to a financial expert, but only on terms that
 - 2 12 1 the investment policy is set down in writing for the financial expert by the Trustees,
 - 2 12 2 timely reports of all transactions are provided to the Trustees,
 - 2 12 3 the performance of the investments is reviewed regularly with the Trustees,
 - 2 12 4 the Trustees are entitled to cancel the delegation arrangement at any time,
 - 2 12 5 the investment policy and the delegation arrangement are reviewed at least once a year,
 - 2 12 6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
 - 2 12 7 the financial expert must not do anything outside the powers of the Charity,
- 2 13 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required,
- 2 14 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required,
- 2 15 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 2 16 subject to Article 6 3, to employ paid or unpaid agents, staff or advisers,
- 2 17 to enter into contracts to provide services to or on behalf of other bodies,
- 2 18 to establish or acquire subsidiary companies,
- 2 19 to guarantee, enter into any contract of indemnity or suretyship in relation to, or provide security for, the borrowing or performance of the obligations any other organisation, in each case on such terms as the Charity shall think fit,
- 2 20 to do anything else within the law which promotes or helps to promote the Objects

3 The Trustees

- 3 1 The Trustees as charity trustees have control of the Charity and its property and funds
- 3 2 Trustees will be appointed by the Board
- 3 3 The Board shall consist of not less than three Trustees The Board is not subject to a maximum number of Trustees

- 3 4 A Trustee may not act as a Trustee unless he/she
- 3 4 1 is a Member, and
- 3 4 2 has signed a written declaration of willingness to act as a charity trustee of the Charity
- 3 5 A Trustee will be appointed for a fixed term of three years, save where the Board sets a shorter term period prior to the appointment A Trustee shall cease to be a Trustee at the end of the fixed term but may be reappointed for a further fixed term
- 3 6 In relation to persons who are Trustees on the date of registration of these Articles with the Commission, for the purpose of article 3 5 time of the three year fixed term shall start to run from the date on which these Articles are adopted
- 3 7 A Trustee's term of office as such automatically terminates if he/she
- 3 7 1 is disqualified under the Charities Act from acting as a charity trustee,
- 3 7 2 is incapable, whether mentally or physically, of managing his/her own affairs,
- 3 7 3 is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign, or
- 3 7 4 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office),
- 3 7 5 is removed from office by resolution of at least three quarters of all other Trustees from time to time, or
- 3 7 6 is removed by the Members
- 3 8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 4 Trustees' proceedings**
- 4 1 The Trustees must hold at least three meetings each year
- 4 2 A quorum at a meeting of the Board is three Trustees
- 4 3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 4 4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 4 5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting For this purpose the resolution may be contained in more than one document

4 6 Every Trustee has one vote on each issue but, in case of equality of votes the Chairman of the meeting has a second or casting vote

4 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

5 **Trustees' powers**

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees

5 1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act

5 2 To appoint a Chairman, a Treasurer and other honorary officers from among their number

5 3 To delegate any of their functions to committees of the Charity consisting of two or more individuals appointed by them or to any Officer or employees of the Charity At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees

5 4 To make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings

5 5 To make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees

5 6 To make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any)

5 7 To establish procedures to assist the resolution of disputes or differences within the Charity

5 8 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to the Members

6 **Benefits and Conflicts**

6 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but

6 1 1 Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied, and,

6 1 2 Subject to compliance with Article 6 4

(a) Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity,

(b) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity, and

- (c) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class

6 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except

6 2 1 as mentioned in Articles 6 1 or 6 3,

6 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity,

6 2 3 the benefit of indemnity insurance as permitted by the Charities Act,

6 2 4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),

6 2 5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members)

6 3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6 2 5, but any Trustee or Connected Person may enter into a contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if

6 3 1 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract,

6 3 2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6 4, and

6 3 3 no more than half of the Trustees are subject to such a contract in any financial year

6 4 Subject to Clause 6 5, any Trustee who becomes a Conflicted Trustee in relation to any matter must

6 4 1 declare the nature and extent of his or her interest before discussion begins on the matter,

6 4 2 withdraw from the meeting for that item after providing any information requested by the Trustees,

6 4 3 not be counted in the quorum for that part of the meeting, and

6 4 4 be absent during the vote and have no vote on the matter

6 5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the

Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to

6 5 1 continue to participate in discussions leading to the making of a decision and/or to vote, or

6 5 2 disclose to a third party information confidential to the Chanty, or

6 5 3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Chanty, or

6 5 4 refrain from taking any step required to remove the conflict

6 6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission

7 Records and Accounts

7 1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including

7 1 1 annual returns,

7 1 2 annual reports, and

7 1 3 annual statements of account

7 2 The Trustees must also keep records of

7 2 1 all proceedings at meetings of the Trustees,

7 2 2 all resolutions in writing,

7 2 3 all reports of committees, and

7 2 4 all professional advice obtained

7 3 Accounting records relating to the Chanty must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide

7 4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Chanty's reasonable costs

8 Membership

8 1 The Chanty must maintain a register of Members

- 8 2 Membership is open to any person interested in furthering the Objects and approved by the Trustees
- 8 3 The form and the procedure for applying for Membership are to be prescribed by the Trustees
- 8 4 Membership is not transferable
- 8 5 Membership is terminated if
- 8 5 1 the Member dies or, if it is an organisation, ceases to exist,
 - 8 5 2 the Member resigns by written notice to the Charity unless, after the resignation, there would be less than two Members,
 - 8 5 3 any sum due from the Member to the Charity is not paid in full within six months of it falling due,
 - 8 5 4 the Member is removed from Membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her or its Membership is terminated A resolution to remove a Member from Membership may only be passed if
 - (a) the Member has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed,
 - (b) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Charity) has been allowed to make representations to the meeting
- 9 **General Meetings**
- 9 1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Secretary before the commencement of the meeting) The proxy must be another Member
- 9 2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and if a special resolution is to be proposed setting out the terms of the proposed special resolution
- 9 3 A general meeting may be called by shorter notice than required by article 9 2 if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights
- 9 4 The notice for a general meeting must specify the date time and place of the meeting and the general nature of the business to be transacted
- 9 5 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three

- 9 6 The chairman at a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member
- 9 7 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution
- 9 8 Every Member present in person or by proxy has one vote on each issue
- 9 9 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting For this purpose the written resolution may be set out in more than one document
- 9 10 The Charity may (but need not) hold an AGM in any year
- 9 11 Members must annually
- 9 11 1 receive the accounts of the Charity for the previous financial year,
- 9 11 2 receive a written report on the Charity's activities,
- 9 11 3 appoint reporting accountants or auditors for the Charity,
- 9 12 Members may also from time to time
- 9 12 1 confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity, and
- 9 12 2 determine any issues of policy or deal with any other business put before them by the Trustees
- 9 13 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees, at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership
- 9 14 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution
- 10 **Limited Liability**
- The liability of Members is limited
- 11 **Guarantee**
- Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £10 towards
- 11 1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member,
- 11 2 payment of the costs, charges and expenses of winding up, and

11 3 the adjustment of rights of contributors among themselves

12 **Communications**

12 1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served

12 1 1 by hand,

12 1 2 by post,

12 1 3 by suitable electronic means, or

12 1 4 through publication in the Chanty's newsletter

12 2 The only address at which a Member is entitled to receive notices sent by post is an address in the U K shown in the register of Members

12 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

12 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address,

12 3 2 two clear days after being sent by first class post to that address,

12 3 3 three clear days after being sent by second class or overseas post to that address,

12 3 4 immediately on being handed to the recipient personally, or, if earlier,

12 3 5 as soon as the recipient acknowledges actual receipt

12 4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

13 **Dissolution**

13 1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways

13 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,

13 1 2 directly for the Objects or for charitable purposes which are within or similar to the Objects,

13 1 3 in such other manner consistent with charitable status as the Commission approves in writing in advance,

13 1 4 in no circumstances shall the net assets of the charity be paid to or distributed among the members of the Chanty (except to a member that is itself a charity)

- 13 2 Nothing in this Article of Association shall authorise an application of the property of the Chanty for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005
- 13 3 A final report and statement of account must be sent to the Commission
- 13 4 This provision may be amended by special resolution but only with the prior written consent of the Commission

14 **Interpretation**

14 1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity

14 2 In the Articles, unless the context indicates another meaning

AGM means an annual general meeting of the Charity,

the Articles means the Charity's Articles of Association and 'Article' refers to a particular Article,

the Board means the board of Trustees of the Charity,

Chairman means the chairman of the Trustees,

the Charity means the company governed by the Articles,

the Charities Act means the Charities Acts 1992 to 2011,

charity trustee has the meaning prescribed by the Charities Act,

clear day does not include the day on which notice is given or the day of the meeting or other event,

the Commission means the Charity Commission for England and Wales or any body which replaces it,

the Companies Act means the Companies Acts 1985 to 2006,

Conflicted Trustee means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity,

Connected Person means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights,

constitution means the Memorandum and the Articles and any special resolutions relating to them,

custodian means a person or body who undertakes safe custody of assets or of documents or records relating to them,

electronic means refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference,

financial expert means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,

financial year means the Chanty's financial year,

firm includes a limited liability partnership,

indemnity insurance means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

material benefit means a benefit, direct or indirect, which may not be financial but has a monetary value,

Member and Membership refer to company Membership of the Charity,

month means calendar month,

nominee company means a corporate body registered or having an established place of business in England and Wales which holds title to property for another,

the Objects means the Objects of the Chanty as defined in Article 1,

Officer shall include the Chairman and Secretary of the Charity and any Trustee for the time being **ordinary resolution** means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power

Resolution in writing means a written resolution of the Trustees,

Secretary means a company secretary,

special resolution means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power Where applicable, 'Members' in this definition means a class of Members,

taxable trading means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax,

Trustee means a director of the Chanty and 'Trustees' means the directors,

written or in writing refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper,

written resolution refers to an ordinary or a special resolution which is in writing,

year means calendar year

- 14 3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning
- 14 4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it